Misbranding of the article was alleged in the libels for the reason that the statements appearing on the bottle label and the accompanying wrapper and circular regarding the curative and therapeutic effects of the said article, were false and fraudulent, in that it did not contain any ingredient or combination of ingredients capable of producing the effects claimed. Misbranding was alleged for the further reason that the alcohol content of the article was incorrectly declared upon the bottle label and carton, in that 40 per cent by volume was declared, whereas only 30.3 per cent was present.

On April 29, 1925, the William M. Chappelear & Sons Co., Zanesville, Ohio, claimant, having admitted the allegations of the libels and having consented to the entry of decrees of condemnation and forfeiture, judgments of the court were entered, ordering that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of bonds in the aggregate sum of $1,500, in conformity with section 10 of the act, conditioned in part that it be relabeled under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

13365. Misbranding and alleged adulteration of butter. U. S. v. Trinidad Creamery Co. Tried to a jury. Instructed verdict of not guilty on the adulteration charge. Verdict of guilty on the misbranding charge. Fine, $2,800 and costs. (F. & D. No. 17912. I. S Nos. 8601–v, 8612–v, 8613–v, 8617–v, 11367–v, 11374–v, 11376–v, 11377–v, 11378–v, 11391–v, 11394–v, 11399–v, 11400–v, 11426–v.

On February 11, 1925, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Trinidad Creamery Co., a corporation, Trinidad, Colo., alleging shipment by said company, in violation of the food and drugs act as amended, on or about February 1, 1923, from the State of Colorado into the State of Texas, and on or about the respective dates of February 9, 14, and 23, March 2, 20, 22, 23, and 30, and April 6 and 8, 1923, from the State of Colorado into the State of New Mexico, of quantities of butter which was misbranded and a portion of which was alleged to be adulterated. The article was labeled in part, variously: "None Nicer Brand Butter * * * One Pound Manufactured By Trinidad Creamery Co. Trinidad, Colo."; "Mountain States Brand Creamery Butter One Pound Net * * * Manufactured By Trinidad Creamery Co. Trinidad, Colo."; "Sunset Gold Creamery Butter * * * 1 Lb. Net"; and "Columbine Brand Pure Creamery Butter Manufactured By * * * Trinidad Creamery Co. Trinidad, Colo. Columbine Brand 1 Lb. Net When Packed."

Examination by the Bureau of Chemistry of this department of a sample consisting of a number of packages from each of the 14 consignments showed that the average net weight of the said samples was 15.31, 15.26, 15.37, 15.32, 15.27, 15.57, 15.49, 15.62, 15.62, 15.63, 15.53, 15.27, 15.68, and 15.59 ounces, respectively. Analyses by said bureau of 5 subdivisions taken from each of the three consignments of the None Nicer brand butter showed that 13 of the 15 subdivisions ranged from 76.84 per cent to 79.30 per cent of butterfat and 2 of the 15 subdivisions contained 80.09 per cent and 80.5 per cent, respectively, of butterfat.

Adulteration was alleged in the information with respect to three consignments of the None Nicer brand butter for the reason that a product which contained less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923, which the article purported to be.

Misbranding was alleged with respect to all of the consignments for the reason that the statements, to wit, "One Pound," "One Pound Net," and "1 Lb. Net," as the case might be, borne on the packages containing the article, were false and misleading, in that the said statements represented that each of the said packages contained 1 pound of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said packages contained 1 pound of butter, whereas each of the said packages did not contain 1 pound of butter but did contain a less amount. Misbranding was alleged with respect to all the product for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

Misbranding was alleged with respect to three consignments of the None Nicer brand butter for the reason that the statement "Butter," borne on the

said packages, was false and misleading, in that it represented that the article was butter, to wit, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923, and for the further reason that it was labeled "Butter" so as to deceive and mislead the purchaser into the belief that it was butter, to wit, a product which should contain not less than 80 per cent by weight of milk fat, whereas it was a product which did not contain 80 per cent by weight of milk fat but did contain a less amount.

On April 15, 1925, the case came on for trial before the court and a jury. After the submission of evidence and arguments by counsel the court delivered the following instructions, directing a verdict for the defendant on the adulteration charges and submitting the misbranding charges to the jury (Symes, *D. J.*):

THE COURT:

"Gentlemen of the jury, you have listened carefully and patiently to this evidence. Counsel for both sides have given you the benefit of all the testimony that can be produced upon the charges made here, and have performed their part of the case in a very creditable manner as is their duty as officers of this court. You are also officers of this court, in that it is your duty now to determine the facts of this case and bring in your verdict accordingly.

"The information in this case contains 31 counts. In other words, the defendant is charged with 31 different offenses. The court instructs you, however, to find the defendant not guilty on three of those counts, to wit, the seventeenth, the twentieth, and twenty-fifth, because in the opinion of the court there is not evidence enough to substantiate those counts, and if you should find the defendant guilty on those counts, it would be the duty of the court to set them aside in the performance of its function as judge. That leaves for your consideration, then, 28 counts, and you will bear in mind that each count is a separate charge, and that the defendant is entitled to separate consideration in the case on each count and a verdict of guilty or not guilty on each count. It is, therefore, necessary for you to segregate the evidence and apply that evidence to each count which is material and bears upon it, and no other evidence.

"The evidence offered by the Government in this case is in part at least that a Government inspector, charged with the enforcement of the food and drugs act, which it is alleged was violated here, went out into the field and found 14 different places, I think, in New Mexico and Texas, where there was butter, the product of the defendant, for sale. It is admitted by the defendant and it stands undisputed that this particular butter referred to in the information was offered and put into and shipped in interstate commerce by the defendant from a point in the State of Colorado to points in other States. Therefore it was an interstate shipment and comes directly under the statute in question. This inspector, according to his evidence, at Dalhart, Tex., found a considerable quantity of this butter, took samples of it and weighed it and found that it averaged 2.55 per cent short. He then went to Santa Rosa and there found 61 pounds of butter of the defendant, and that, according to his testimony, was 2 per cent short in weight. He then went to a place in New Mexico, East Vaughn, N. Mex., and there he found butter of the defendant which averaged 4.56 per cent, or better than 4.5 per cent, short in weight. The maximum of some of that butter was 12 per cent short. He then went to the Piggly Wiggly store at Carlsbad, New Mex., and found 60 pounds there, 2 boxes, and weighed the samples from that, and they showed net 2.94 per cent short. The maximum was 7 per cent short, and most of it was under 9 per cent, and so on, at all the different places he found butter of the defendant, and in all cases that he has testified to, according to his evidence, the percentage of shortage ran from 2 per cent up to, as I have stated, over 4.5 per cent. He testified that wherever he went and found any considerable quantity of this butter and weighed it, he found it short without exception, taking an average of each consignment that he found, that is, what was left of it. He then also described the condition of the butter as he found it; that it was at most places being kept in a cool place, and was firm and in good condition. He then testified as to experiments that he had made, and said that, allowing for the necessary shortage due to dry weather and other conditions, the shortage he found exceeded that necessary under such conditions—in his opinion, of course, that is. He then described his visit to the factory of the defendant and what he saw there. We have, then, the testimony of a qualified Government chemist, Mr. Feldstein,

who made various tests of this butter which was shipped by this gentleman in the field, and you will recall what he testified to. Another Government chemist testified as to the analyses of samples that he made. That was in the main the testimony offered by the Government.

"Then the defendant offered as a witness, among others, Mr. Jacobson, secretary and manager of the defendant, who stated this factory had a daily output of 2,500 pounds. He described in detail the method of manufacture and the various tests that they made, and the precautions that were taken in order to keep the butter from being short weight and to comply fully with the law and the requirements of the Government inspectors. He then described the scales, and there was some testimony in regard to his statements at the hearing the Government afforded the defendant before the department at Denver. Then a man named Fulton, the former butter maker of the defendant, described his work, which was that of butter maker, and the precautions taken. Similar testimony was given by Mr. Fulton, by Miss Flaiz, and by two or three other young ladies, and also by the vice president of the company. His work, according to his testimony, was mostly official. There was some conversation with the weight inspector, who at various times, I believe, found, or in a few instances anyhow found, the scales inaccurate, sometimes overweight and sometimes underweight, as I recall the testimony. Then we had the weight inspector who did not qualify as an expert because he had no experience or qualifications, and I don't think his testimony is very good one way or the other, but that is, of course, for you to judge. We then had Mr. Osburn of the State Agricultural College, a very competent gentleman, well qualified to testify as to what he did testify to. He testified as to the variations in butterfat and butter content that necessarily take place, and he stated that those ran as high as 3 per cent or 4 per cent, and that the defendant's methods as far as he knew constituted good practice in that particular trade, and that it was impossible to keep every pound up to 80 per cent of butterfat without making an impure product.

"The Government then called Mr. McKendrie of the Beatrice Creamery in rebuttal. He disagreed with Mr. Jacobson as to the accuracy of some of his tests. I think that, in substance, is the testimony as I recall it. The court instructs you, however, gentlemen, that you are the sole judges of the facts, and it is for you to say what has been proven and what has not been proven as a matter of fact, and decide the issues of fact accordingly, without being influenced by the court, the remarks of the court on the facts, of course, being given only to aid you if you so desire, but you are the sole judges of the facts, and it is for you to decide the facts and what has been proven and what has not been proven according to your own view of the testimony, and you, of course, had the same opportunity to hear the witness that the court did.

"Counts 1, 3, 5, 7, 9, 11, 13, 15, 23, 28, and 30 of this information charge that on the dates mentioned therein certain shipments of food, to wit, butter, were made by the defendant from its plant in Trinidad to the consignee named at points outside of the State; in other words, in interstate commerce. This is not denied by the defendant. These counts further charge that the contents of these shipments were misbranded within the meaning of the law known as the pure food act, in that the labels on each of said separate packages of butter bore this statement, to wit, 'One Pound'; that this was false and misleading because it purports to and did represent to the purchaser that each of said packages contained a pound of butter, when, as a matter of fact, they did not contain a pound but a smaller quantity. The statute in question on which this information is based, parts of it which are applicable here, reads as follows: 'The term "misbranded," as used herein, shall apply to all drugs or articles of food which enter into the composition of food, the package or label of which shall bear any statement, design, or device regarding such article, or the ingredients or substances contained therein which shall be false or misleading in any particular.' And then it goes on in regard to packages of food, and says 'Third. If in package form'—that is, if the food is in package form such as butter—'the quantity of the contents' [it] shall be a violation of the law 'if the quantity of the contents be not plainly and conspicuously marked on the outside of the package in terms of weight, measure, or numerical count.' In other words, that means so many pounds of butter, so many bushels of apples, or so many pieces of something else, whatever the particular product in question may be.

"Congress also gave the department power to make certain regulations for carrying out this act. These regulations, of course, can not add to or detract

from the statute, but aid in its enforcement and understanding. There is one which is applicable to this case, which reads as follows—or before I refer to that I should go on and say that the statute says this: 'Provided, however, that reasonable variations shall be permitted,' and tolerances shall be allowed in effect according—as established by rules and regulations made in accordance with provision three of the act. The regulation in regard to tolerances is that 'Discrepancies due exclusively to errors in weighing, measuring, or counting which occur in packing conducted in compliance with good commercial practice.' It therefore follows, gentlemen, that if you are convinced beyond a reasonable doubt, after a careful consideration of all the evidence, that at least as to these particular counts or any one or more of them the labels did not represent the true weight of the butter content at the time of shipment, but were false and misleading under the law and regulations I have read to you, then there was a misbranding under the law referred to, and it is your duty to find the defendant guilty on one or more of such counts.

"Counts 18, 21, and 26 likewise charge misbranding within the meaning of the act of Congress, in that the statement 'Butter One Pound,' borne on the label of the package containing the article, was false and misleading, in that it represented the article to be butter, when, according to the Government, it was not butter, because butter, according to the law, must contain 80 per cent by weight of milk or cream fat, as prescribed by the act of March 4, 1923. There is evidence both ways on this question; the Government that the butter referred to contained less than 80 per cent by weight of milk fat, and the defendant that it contained more. If, after a careful consideration of the evidence on this particular question, or these particular counts, rather, you find beyond a reasonable doubt that the shipments of the defendant referred to in these three counts or any of them at the time of the shipment contained an article which was labeled butter, but which contained less than 80 per cent of milk fat, then you should find the defendant guilty on one or more of these counts.

"There is a great deal of evidence pro and con in regard to the butter content, and that evidence, of course, applies only to these particular counts, and not the question of short weight. The following counts, to wit, 2, 4, 6, 8, 10, 12, 14, 16, 19, 22, 24, 27, 29, and 31, charge that the contents of certain packages of butter shipped by the defendant in interstate commerce, which shipments are admitted by the defendant, were not plainly and conspicuously marked on the outside of the package in terms of weight, measure, or numerical count. The proof offered by the Government on this is the testimony of their witnesses to the effect that these packages or shipments of butter bore a conspicuous mark or label, which is admitted, I believe, stating that they contained 1 pound net of butter, when, as a matter of fact, according to the Government's evidence, they contained less than a pound of butter at the time of shipment, and therefore were misbranded in that they did not give the correct weight—all in violation of section 8 of the pure food law which I have read to you. Therefore, if you are convinced beyond a reasonable doubt that any of the packages of butter referred to in these particular counts did not contain the amount of butter stated on the label or carton containing them, to wit, 1 pound, when shipped, after allowing for reasonable variation in accordance with the regulation I have read to you, then it is your duty to find the defendant guilty on one or more of said counts, as you may decide.

"The court instructs you, gentlemen, that there must be proof in cases of this kind of an intent to violate the law on the part of the defendant. An intent implies knowledge of the violation, but such intent need not be proved separately and apart from the other facts, necessarily, because intent is a state of mind and the intent of a party may be proved by his acts and conduct under any particular set of facts or circumstances, because everybody is presumed to intend the reasonable and probable consequences that may reasonably be anticipated and follow from his acts. In other words, if, as reasonable men, you can say that the defendant put short weight into these packages, or should have known that it was short weight, and that that was the rule and not the exception in reference to the shipments referred to in the counts, then you may be justified, if you so find that he intended to do that, because short weight would be the reasonable and probable consequences of his act. Further, in this case the defendant is a corporation, and therefore is to be judged by the acts and intents of its officers, agents, and employees when acting within the scope of their duties, and there is no question here, as I recall the evidence,

but what these various employees acted within the scope of their duties in matters that have been testified to. They, when acting within the scope of their authority, act and speak for the corporation, and it therefore follows that their acts and conduct are the acts and conduct of the corporation, and that the latter is responsible for any violation of law committed by them in the course of their duties.

"The court further instructs you that in determining the weight of each pound package of butter you shall make allowances for any reasonable discrepancies in the weight of each 1-pound package due exclusively to differences in atmospheric conditions at various places, which discrepancies unavoidably result from the ordinary and customary exposure of the butter to evaporation or to the absorption of water by the wrappers and containers; and that a crime or misdemeanor consists in the violation of a public law, in the commission of which there must be a union or joint operation of act and intention. Intention may be manifested by circumstances capable of proof. The object of this statute, gentlemen, of course is to protect the purchaser or consumer of food products that move in interstate commerce, and to that end Congress has enacted that the quantity of the contents of any food products in package form must be plainly and conspicuously marked on the label in terms of weight, measure, or numerical count, so the purchaser thereof may rely upon them and get what he has the right to ask for, and determine for himself what he will buy and receive, and to accomplish this result the law condemns as guilty any person or corporation that introduces into interstate commerce any article that is misbranded within the terms of the statute and the regulation referred to, and misbranding includes a failure to state the weight of the contents of the package correctly. The main question in the case for you to determine is whether the butter in question was misbranded; that is, under the statutes and regulations which I have read, did it fail to come up to the representations or statements made on the label? If so, the defendants are guilty, because the act declares that any person who shall ship or deliver for shipment from one State to another, food in package form that bears a label that is false or misleading in any particular, shall be guilty of a misdemeanor as charged in the information.

"The evidence of the Government is that the particular butter referred to in the counts in this information was all underweight, the percentage of underweight varying, as you will no doubt recall from the evidence. This evidence stands uncontradicted, as the defendant has offered no evidence as to the weight of the particular shipments referred to. They have, however, offered considerable evidence showing their methods of manufacture, methods of weighing, and the care taken by them to comply with the law. This is all competent for you to consider along with the other evidence, but it is not evidence, of course, on the question of what the shipments referred to in the information actually contained and what they actually weighed. No amount of care exercised or precautions taken will excuse defendant, if you find that, after making allowances for honest or occasional mistakes and variations or tolerances allowed by the statute and the regulations made pursuant thereto, which I have called to your attention, the butter was underweight when shipped by the defendant. Anyone engaged in this business is conclusively presumed to know what the law is, and they must substantially comply with it at their peril. They must so equip their factories with proper scales and conduct their business that the law will be complied with, and if you find as a matter of fact that that part of their product which was shipped in interstate commerce and referred to in the information did not comply with the law, it is some evidence that they did not take the necessary precautions in the conduct of their business.

"It is clear from the evidence that butter varies in its moisture content and that it can not be absolutely controlled; that it is liable to dry out, and thereby it loses weight after it is manufactured. That fact, however, seems to be well known to the trade, and the defendant, of course, is presumed conclusively to have full knowledge of that fact and the necessary results that follow therefrom, and in manufacturing and shipping their product in interstate commerce they must make reasonable allowance for this variation and see that each package contains, as a usual thing, when shipped, the amount of butter that the label says it does.

"You will decide the case, gentlemen, solely upon the law, irrespective of your opinion of the law. It is the province of the legislative branch of the Government to make and repeal laws. The only province the court has—and

you are a part of the court—is to enforce the law fairly and fearlessly, irrespective of what your personal opinion may be upon it.

"There is some evidence here, and it is admitted, that this defendant has been convicted in this court of a previous violation of this law. The court instructs you, however, that that must not in any way influence your verdict in this case. That simply goes to the question of penalty if the defendant is convicted. It is on trial simply for the offense as charged in this information and nothing else.

"The court further instructs you that it is the duty of the Government to find the defendant guilty beyond a reasonable doubt. The Government must prove the defendant's guilt, and the defendant need not prove its innocence, and if you have any reasonable doubt as to any fact necessary to constitute the defendant's guilt on any one of the counts, it is your duty to give the defendant the benefit of that doubt and return a verdict of not guilty. You are prohibited, however, by law and your oath which you have taken from going beyond the evidence to seek for doubts upon which to acquit the defendant, and you must confine yourselves strictly to a dispassionate and an impartial consideration of the evidence. You must not have recourse to extraneous facts or circumstances. You are the exclusive judges of the facts, and it is for you to find from the evidence what has been proven and what has not.

"A doubt, to justify an acquittal, must be a reasonable doubt, not imaginary or conjectural, and must arise after a candid and impartial consideration of the evidence, and unless it is such a doubt, for instance, as, were it interposed in the graver transactions of your everyday business life, would cause you to hesitate and pause as reasonable men, then it is not a reasonable doubt and would not authorize a verdict of not guilty.

"The court further instructs you that you are the sole judges of the credibility of the witnesses and of the weight to be given to the testimony of any particular witness. In judging of their credibility and the weight to be given to their testimony, it is proper, if you so desire, to take into consideration their manner or demeanor upon the witness stand, their bias or interest in the outcome of this case, if any has been shown by them, and any other fact which appeared upon the witness stand which you think affects the weight to be given to their testimony. Of course, if you believe that any witness has testified falsely as to any material fact, you are at liberty to disregard his evidence entirely, except so far, of course, as it is corroborated by other competent evidence.

These, gentlemen, are the instructions which will govern you in deciding this case, and you will consider each instruction of equal weight and take and consider them all together, being bound by the instructions on the law as given you by the court. Decide the case solely upon the evidence, because the arguments of counsel, the remarks of the court, and the rulings of the court upon evidence stricken out, and evidence stricken out, will not be considered by you in deciding the case.

"Are there any exceptions to the charge of the court?"

Mr. BOCK. "I understood the court to say that they found it short without exception."

The COURT. "I mean every place he went."

Mr. BOCK. "The court meant as an average weight. The defendant asks to take exception in regard to the county scale inspector, as to the weight of his evidence. The defendant also desires to save exception as to the instruction that the defendant should have known that his scales were—what weight; if he didn't know, he should have known. We save exception to that part of the instruction. The charge on the ground of misbranding, the court did not put in the element of intent in that particular definition. Nearly all the instructions on intent include the element to deceive and mislead. We except to that. The defendant further excepts to the instruction of the court that the manufacturer must make allowance for the variations, it being the viewpoint of the defendant that the retailer must make the allowance and not the manufacturer. The defendant also desires to save an exception to the court's instruction on the second offense, it being prejudicial, as to being any part whatever of the instruction, because it only relates to sentence and not the question of guilt."

Mr. IRELAND. "We desire to ask that the regulation under (1) of section 8 be given. I desire to save my exception to the instruction on intention."

' The COURT. "' Gentlemen, the court further instructs you that what I said in reference to the evidence of the county inspector, as I recall the evidence, was that he had had no experience or training, and testified that the weights he used in testing he had not weighed. The court wants to emphasize that you are the sole judges of the facts in deciding what the witnesses testified to. You had the same opportunity to hear the evidence that the court did, and you will decide the evidence on the facts uninfluenced by the court. In speaking of intent, that means an intent to violate the law. I further call your attention to the fact that the regulations referred to, part of which I read, also contain this: 'Discrepancies'—that means variations—'under classes (1) and (2) of this paragraph'—paragraph (1) being the one I read to you—'shall be as often above as below the marked quantity.' Are there any further exceptions?"

The jury then retired and after due deliberation returned a verdict of guilty on the misbranding charge, and the court imposed a fine of $100 on each of 28 counts, a total of $2,800, together with the costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

13366. Misbranding and alleged adulteration of canned oysters. U. S. v. 100 Cases Canned Oysters, et al. Consent decree of condemnation and forfeiture. Product released under bond to be relabeled. (F. & D. No. 19907. I. S. Nos. 14427–v, 14429–v, 21150–v. S. No. W–1685.)

On March 18, 1925, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 500 cases of canned oysters, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by James E. Eyman, from New Orleans, La., February 7, 1925, and transported from the State of Louisiana into the State of Washington, and charging adulteration and misbranding in violation of the food and drugs act as amended. One hundred cases of the product were labeled in part: (Can) "Lopez Oysters Southland Brand Cove Oysters 7½ to 8 oz. Oysters Packed & Guaranteed By Lopez-Desporte Packing Co. Biloxi, Miss. Under The Food & Drugs Act Of June 30, 1906." Two hundred and fifty cases of the product were labeled in part: (Can) "Our Choice Oysters Contents 10 Oz." One hundred and fifty cases of the product were labeled in part: (Can) "Pride of Gulf Brand Cove Oysters Contents 4 Ozs. Oyster Meat Packed By Caernarvon Canning Co. Caernarvon, La., And New Orleans, La."

Adulteration of the article was alleged in the libel for the reason that a substance, water, or brine, had been mixed and packed with and substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the drained weight of oysters contained in the cans was less than stated on the respective labels, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages. Misbranding was alleged with respect to a portion of the product for the reason that the statement appearing in the labeling "Guaranteed By Lopez-Desporte Packing Co. Biloxi, Miss. Under the Food and Drugs Act Of June 30, 1906" was false and misleading and deceived and misled the purchaser.

On March 18, 1925, James E. Eyman, New Orleans, La., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of the court was entered, finding the product misbranded and ordering its condemnation and forfeiture, and it was further ordered by the court that the said product be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of $1,000, in conformity with section 10 of the act, conditioned in part that it be relabeled under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

13367. Misbranding of green peas. U. S. v. A. Levy & J. Zentner Co. Plea of guilty. Fine, $50. (F. & D. No. 19299. I. S. Nos. 12218–v, 12227–v.)

On February 26, 1925, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against A. Levy & J. Zentner Co., a corporation, San Francisco, Calif., alleging